

08-26-2003

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Seco Products Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Letter Agreement

Execution Date: October 8, 1999

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: _____

Street Address: 555 South Flower St.City: Los Angeles State: CA Zip: 90071

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached List

Additional number(s) attached ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter L. CostasInternal Address: Pepe & Hazard LLPStreet Address: 225 Asylum StreetCity: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

03-3355

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter L. Costas

Name of Person Signing

Signature

4/28/03

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002810 FRAME: 0252

08/25/2003
 01 FC:8521
 02 FC:8522

ECDOOPER 00000255 2072854

40.00 OP
 125.00 OP

UNITED STATES TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Royal Legacy	2,072,854	6/17/97
Perfect Temp	2,048,670	4/1/97
Therma-Tray (Service Mark)	958,296	5/1/73
Therma-Tray	983,083	5/7/74
Quick Temp	2,150,784	4/14/98
Perfect Serve	75-417657	1/14/98 (filing date)

<u>COMMON LAW TRADENAME</u>	<u>OWNER</u>
Therma-Cite	Seco Products Corporation

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SECO PRODUCTS CORPORATION
5025 Old Highway 100
P.O. Box 187
Washington, MO 63090

October 8, 1999

Ms. Leslie Reuter
Bank of America, N.A.
CA9-706-10-10
555 South Flower Street
Los Angeles, CA 90071

Dear Ms. Reuter:

Seco Product Corporation ("Borrower") hereby acknowledges that it is presently in default and that all amounts are currently due and owing Bank of America, N.A., formerly NationsBank, N.A. ("Lender") under the terms of the Second Amended and Restated Loan Agreement dated as of June 8, 1995, as amended (such loan agreement as so amended or modified by such amendments and agreements, the "Loan Agreement"). Borrower is providing this letter in anticipation of the foreclosure by Lender on certain assets relating to Borrower's operations, and subsequent sales of such assets.

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Repossession of Collateral.** In order to assist Lender in its efforts to maximize its recovery in this matter, which maximization is in the direct interest of and benefit to Borrower, Borrower acknowledges that Lender hereby has the right, power and privilege to repossess any and all of the personal and real property of the Borrower (the "Collateral"), without the opportunity for any prior judicial or other type of hearing. Borrower hereby grants Lender and its agents peaceable possession of the Collateral consisting of all real property, personal property, books, records, computer data and files of the Borrower, wherever located, including but not limited to all property located in Franklin County, Missouri and in New Jersey (the "Reposessed Collateral") and further authorizes and consents to Lender's entering upon the premises of Borrower or such other location where the Collateral may be located, at any time, whether now or hereafter, to repossess any of the Collateral, including the Reposessed Collateral, and to prepare any of the Collateral for sale or disposition.

2. **Collection of Accounts Receivable.** Borrower acknowledges that Lender is entitled to give notice to all persons obligated on the accounts of Borrower (which accounts were pledged to Lender) pursuant to Section 9-318 of the Code to pay Lender directly. Borrower agrees to cooperate with Lender in all respects in connection with the collection of the Borrower's

which is subject to the security interests and liens of the lender

(initials)

reasonably

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accounts. Borrower appoints Lender and any of its officers, employees or agents as the attorney in fact of Borrower to take all actions and to execute all documents necessary for the collection of Borrower's accounts, including, without limitation, requesting that the U.S. Postal Service hold all mail addressed to Borrower for pickup by an officer or agent of Lender, opening same, indorsing any checks constituting proceeds of accounts and depositing same in any bank account maintained by Lender or its agents.

3. Retention of Lender's Rights. Borrower agrees that, except as otherwise expressly set forth herein, Lender shall retain all of its rights and remedies under the Loan Documents and under law.

SECO PRODUCTS CORPORATION

By: Doydabala
Attorney and Agent for Seco Products Corporation

40 Bryan Cave LLP

211 N. Broadway

St. Louis, MO. 63102

Acknowledged and Accepted as of the 8th day
of October, 1999.

BANK OF AMERICA, N.A.

By: Leslie Reuter

Its: _____

Leslie Reuter
Managing Director